

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS  
WESTERN DIVISION

Civil Action No. 3:04-CV-30001 (MAP)

MICHAEL J. BARNETT, M.D. )

Plaintiff, )

EAST CAROLINA NEUROLOGY, INC. )

Defendant. )

AFFIDAVIT OF  
DONALD L. PRICE, M.D.

Donald L. Price, M.D., being first duly sworn, deposes and says:

1. I am a physician licensed to practice medicine in the State of North Carolina with a specialty in neurology and neuropathology.
2. I have been affiliated with the defendant East Carolina Neurology, Inc. ("ECN") since April, 1998, when I joined the practice as an associate. I became a partner in ECN in 2000.
3. From October, 2001, until October, 2003, I served as President of ECN.
4. In or about May, 2002, ECN received an unsolicited communication from Michael J. Barnett, M.D., the plaintiff in this action, who was inquiring about the availability of neuroimaging radiologist positions at ECN. Upon information and belief, at the time he sent his inquiry to ECN, plaintiff was a resident of the Commonwealth of Massachusetts.
5. In response to his letter, I contacted plaintiff to inform him that ECN had no open neuroimaging radiologist positions at that time, but that we would keep his curriculum vitae on file in the event such a position became available.

6. Some months later, when one of ECN's neuroimaging radiologists retired, I contacted plaintiff to ask if he was still interested in pursuing employment in North Carolina with ECN. He was.

7. In or about late August or early September, 2002, plaintiff traveled to North Carolina to see the area and determine whether it might be a place he would like to work.

8. In mid-September, 2002, plaintiff returned to North Carolina for several days. During that trip, he visited ECN's offices in Greenville, met with several representatives of ECN, including David E. Cundiff, ECN's administrator, and me, and had a formal interview.

9. At the end of plaintiff's interview, ECN offered him a contract for part-time employment as a neuroimaging radiologist.

10. After he returned to Massachusetts, plaintiff communicated with representatives of ECN by telephone and email concerning the terms of an employment contract.

11. At no time did I, or any other representative of ECN, travel to Massachusetts for the purpose of engaging in discussions with plaintiff concerning employment with ECN.

12. Plaintiff signed the final version of the employment contract and returned it to ECN with a letter dated October 22, 2002.

13. When ECN received the contract signed by plaintiff, I signed it in North Carolina on behalf of ECN.

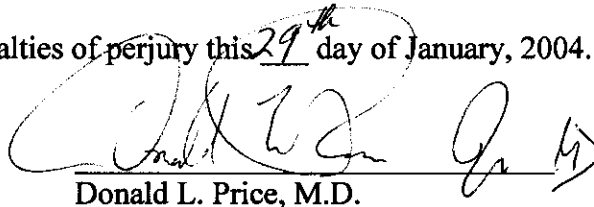
14. After execution of the contract, but before plaintiff began work at ECN, plaintiff returned to North Carolina at least once, on or about December 5, 2002, to meet with the North Carolina Medical Board in connection with his application to practice medicine in North Carolina. ECN reimbursed plaintiff for his expenses associated with that trip.

15. Plaintiff began working at ECN on or about January 9, 2003. Soon thereafter, some physicians, including physicians at ECN and local physicians who had referred patients to ECN for MRIs, expressed concerns regarding the quality of plaintiff's readings.

16. In March, 2003, a committee of ECN's physicians was convened to review concerns regarding plaintiff's performance, as well as the alteration of a medical record.

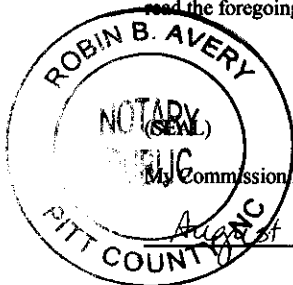
17. The committee recommended that plaintiff's employment be terminated. Based on the committee's recommendation, ECN terminated plaintiff's contract.

Signed under the pains and penalties of perjury this 29<sup>th</sup> day of January, 2004.

  
Donald L. Price, M.D.

STATE OF NORTH CAROLINA )  
COUNTY Pitt ) ss.

Before the undersigned Notary Public in said County and State, appeared Donald L. Price, M.D., who stated that he had read the foregoing document and that the statements in it are true and accurate upon his personal knowledge and belief.



My Commission Expires:

August 4, 2008

  
Notary Public